

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE  
EASTERN DIVISION

GRANGE MUTUAL CASUALTY CO.,

Plaintiff,

v.

No. 13-1295

JOHN H. ALLEN, *et al.*,

Defendants.

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ORDER GRANTING MOTIONS FOR DEFAULT JUDGMENT

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Before the Court are the May 23, 2014 motions of the Plaintiff for default judgment against Defendants Brad Crouch d/b/a C&C Construction and Rodger Coffman d/b/a C&C Construction (collectively, "C&C"). (D.E. 21, 22.) The motions were referred to the United States Magistrate Judge for report and recommendation on May 28, 2014. (D.E. 24.) On July 22, 2014, the magistrate judge recommended that an order agreed to by the parties be entered. (D.E. 32.) As no objection to the report and recommendation has been filed and the time for such objection has expired, the order agreed to by the parties and recommended by the magistrate judge follows.

Considering Plaintiff's motion and Defendants' responses, the motion for default judgment against C&C is well-taken and should be granted. Although the motions are well-taken, based upon the cases of *Morell v. Star Taxi*, 343 F. App'x 54 (6th Cir. 2009), *Federal Kemper Insurance Co. v. Rauscher*, 807 F.2d 345 (3d Cir. 1986), and similar cases, default judgment against C&C shall in no manner restrict or prevent the remaining party Defendants from defending the present action. Further, the principles of *res judicata* and collateral estoppel shall be inapplicable as they relate to the remaining party Defendants, which shall be allowed to litigate all factual disputes and legal

issues fully and completely within this action.

IT IS THEREFORE ORDERED that Plaintiff's motions for default judgment against C&C are hereby GRANTED; and

IT IS FURTHER ORDERED that the default judgments against these Defendants shall not in any way preclude any remaining party Defendants from defending this matter. Further, the default judgments against C&C shall in no way prevent, prejudice, or restrict the remaining Defendants from asserting any position with regard to Plaintiff's obligations under the policies of insurance at issue to any Defendant including C&C.

IT IS SO ORDERED this 4th day of September 2014.

s/ J. DANIEL BREEN  
CHIEF UNITED STATES DISTRICT JUDGE